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Pulaski Construction Co. and New Jersey Regional Council of Carpenters Local 34018, United Brotherhood of Carpenters and Joiners of America. Case 22–CA–25032

September 27, 2005

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN
AND SCHAUMBER

On October 18, 2002, Administrative Law Judge Margaret M. Kern issued the attached decision. The Respondent filed exceptions and a supporting brief. The Charging Party filed a brief in support of the judge's decision, and the Respondent filed a brief in reply.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions as modified and to adopt the recommended Order.

I. BACKGROUND

The Respondent, Pulaski Construction Company (PCC), owned by Ronald Pulaski, was a signatory contractor with the Union. The relevant collective-bargaining agreement prohibited the Respondent from using nonunion subcontractors and from participating in the formation or operation of double-breasted corporations. The pertinent information requests made by the Union accompanied grievances filed regarding work performed at facilities operated by Care One Corporation. By way of background, the first job, identified by the judge as Mazdabrook, occurred during the spring of 2001.² At Mazdabrook, Richard A. Pulaski Construction (RAPC), owned by Ronald's brother Richard, performed the work. The Union, viewing RAPC as a signatory contractor, attempted to file a grievance against RAPC for using nonunion carpenters. The Union's effort to take this grievance to arbitration failed, however, because although RAPC had been a party to several oral project agreements with the Union, it had never become a signatory contractor.

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² All dates are in 2001 unless otherwise specified.

Subsequently, in the fall of 2001, on the second Care One job, on which the instant request for information was based, RAPC again did the work on a nonunion basis. At that point, the Union became interested in the relationship between the two Pulaski companies and began an investigation through its agent, William Coyne. Coyne obtained Dun and Bradstreet reports on October 11, 2001, that indicated that the two companies were affiliated and had, "common ownership and financial interest," and "had shared premises, shared employees, occasional loans and advances, and occasional services performed with payments made at the discretion of management." The Union suspected PCC could be held responsible under its bargaining agreement for the use of nonunion labor at the second Care One job, and submitted a grievance with the information requests at issue on October 11. The grievance was addressed to Ronald Pulaski of "PCC/RAPC."

Although the grievance was addressed to PCC's Ronald Pulaski, he gave it to his brother Richard, of RAPC, who attended all subsequent meetings with the Union. Credited testimony from Coyne indicates that Richard was informed of the Union's view that the companies were somehow linked and that the RAPC should be covered by the contract. Richard Pulaski's testimony confirms that he was aware that the Union had grieved against both companies and had "tie[d] the two together."

As detailed by the judge, the Union's continuing investigation found many other indications of close relations between the two companies. The record does not show that the Union prior to the hearing advised the Respondent of these factual bases for its concern that the two companies were related, but the Respondent certainly was made aware of these bases at the hearing. At no time has the Respondent provided any of the information that the Union has requested.

The Respondent excepts to the judge's conclusion that the Respondent violated Section 8(a)(5) and (1) by failing to provide the information. The Respondent argues, *inter alia*, that it was unaware of the purpose of the Union's information request. For the reasons stated below, we agree with the judge's finding that the Respondent violated Section 8(a)(5) and (1) by failing to provide the requested information.

II. ANALYSIS

This case is substantially similar to the Board's recent decision in *Contract Flooring Systems*, 344 NLRB No. 117 (2005), which also involved a union request for information concerning an alleged alter ego to which the union believed the employer was unlawfully diverting bargaining unit work. There the Board held that in cases

involving such nonunit information that is not presumptively relevant to a union's representational duties "the union must demonstrate a reasonable objective basis for believing that an alter ego relationship exists." *Id.* at slip op. at 1. Under established Board precedent, the requesting union "need not inform the signatory employer of the factual basis for its requests, but need only indicate the reason for its request." *Id.* Chairman Battista and Member Schaumber noted that they do not necessarily agree with Board precedent that a union can simply state a reason for its request (see *Hertz Corp. v. NLRB*, 105 F.3d 868, 874 (3d Cir. 1997)), but that they would find a violation where the union apprised the employer of facts tending to support its request for nonunit information by communicating those facts to the employer at the unfair labor practice hearing and the employer still failed to provide the requested information. *Id.*

The Respondent clearly had notice that the Union was pursuing a grievance and that the reason for the information request was to assist in clarifying the relationship between PCC and RAPC in order to determine whether the terms of the bargaining agreement applied to the work performed on the later Care One job. The October 11 information request itself indicates that the Union was seeking information on the details of the relationship between the two companies in order to pursue the grievance. The Union sent several letters to Respondent and had several grievance meetings with the Respondent regarding the information request. The Union's letter of October 29 reaffirmed that the purpose of the information request was to pursue a grievance and to investigate the relationship between the Respondent and RAPC. We find no merit in the Respondent's argument that, until the time of the hearing, it was still unaware of the purpose for the request.

Under the Board precedent cited in *Contract Flooring*, above, requiring that the union need only inform the employer of the reasons for its request, Member Liebman would find that the Respondent violated Section 8(a)(5) and (1) when it failed to provide the information on and after receiving the Union's initial information request. As they did in *Contract Flooring*, *supra*, Chairman Battista and Member Schaumber would find the violation on a later date. They would find the violation occurred when the Respondent still refused to provide the requested information after the Union apprised the Respondent at the hearing of the facts underlying its belief that the two companies were related. This change in the date of the violation has no effect on the remedy. The Respondent will be ordered to furnish the Union with the information requested.

III. AMENDED REMEDY

The Respondent also excepts to the judge's finding that the Union and the Respondent have a Section 9(a) bargaining relationship, claiming instead that it was a construction industry employer whose bargaining agreement with the Union was governed by the provisions of Section 8(f). In view of the application of Section 8(f), the Respondent claims that the judge erred in ordering that it furnish information for the period after the contract expired on April 30, 2002. We find merit in these exceptions, as explained below.

The Union admits in its brief that the relationship was based on the construction industry provisions of Section 8(f), and the record documents that the Respondent provided notice to the Union that it was terminating the bargaining agreement upon its expiration date of April 30, 2002. There is no indication in the record that the Respondent and the Union reentered into a bargaining agreement thereafter. Moreover, although the information request submitted by the Union on October 11, during the term of the bargaining agreement, did not indicate any specific time period for which it sought the requested information, Coyne testified at the hearing that the Union was only seeking information that was coterminous with the labor agreement.

On the basis of this evidence, we find the relationship between the parties was based on Section 8(f), and that the Union has clarified that it was only seeking information applicable to the period covered by the bargaining agreement. Accordingly, we modify the judge's remedy to limit the information request to the duration of the contract, from May 1, 2000 to the contract termination date of April 30, 2002. See generally *John Deklewa & Sons*, 282 NLRB 1375, 1387 (1987), *enfd. sub nom. Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988), *cert. denied* 488 U.S. 889 (1988).

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Pulaski Construction Co., Hamilton, New Jersey, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Dated, Washington, D.C. September 27, 2005

Robert J. Battista, Chairman

Wilma B. Liebman, Member

Peter C. Schaumber, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Bert Dice-Goldberg, Esq., for the General Counsel.

Eric C. Stuart, Esq., for the Respondent.

Howard S. Simonoff, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

MARGARET M. KERN, Administrative Law Judge. This case was tried before me in Newark, New Jersey, on July 9, 2002. The complaint, which issued on May 20, 2002, was based upon an unfair labor practice charge filed on February 6, 2002 by New Jersey Regional Council of Carpenters Local No. 4018, United Brotherhood of Carpenters & Joiners of America (Carpenters' Union)¹ against Pulaski Construction Co., Inc. (PCC or Respondent). It is alleged that since October 11, 2001,²² Respondent has refused to provide information to the Carpenters' Union in violation of Section 8(a)(5) and (1) of the Act.

FINDINGS OF FACT

I. JURISDICTION

Respondent is a general contractor in the construction industry with an office and place of business in Hamilton, New Jersey. Respondent admits and I find it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

¹ The complaint was amended at the hearing to delete reference to the AFL-CIO.

² All dates are in 2001 unless otherwise indicated.

II. LABOR ORGANIZATION STATUS

Respondent admits and I find the union is a labor organization within the meaning of Section 2(5) of the Act.

III. ALLEGED UNFAIR LABOR PRACTICES

A. *Collective-Bargaining History*

William Coyne has been employed by the Carpenters' Union for 15 years. He is a member of the executive board of the New Jersey Regional Council of Carpenters (Regional Council), and he is a trustee of the Carpenters' Union benefit funds. Coyne testified that in the past, the Carpenters' Union had a practice of entering into written and oral project-only agreements with contractors. Since the union's reorganization in January 2002, the Regional Council has adopted a firm, centralized policy against project-only agreements.

Richard Pulaski is the sole owner of Richard A. Pulaski Construction Co., Inc. (RAPC) which was established in 1984. Richard testified that in the course of the 18 years he has operated RAPC, he entered into "many" oral project-only agreements with various locals and district councils of the Carpenters' Union. According to Richard, "they requested we use their manpower and where we could, we did." When RAPC hired union members, it remitted payments to the Carpenters' Union benefit funds. RAPC has never executed a written agreement with the Carpenters' Union.

Ronald Pulaski, the brother of Richard, is the sole owner of PCC, which was established in 1986. In 1990, Ronald signed a short-form agreement with the New Jersey State Council of Carpenters (State Council). In that agreement, PCC agreed to be bound by ever current collective-bargaining agreements between the district councils and the locals of the Carpenters' Union and the Building Contractors Association of New Jersey (BCA). The short form agreement contained an automatic renewal provision, and the most recent collective bargaining agreement between the State Council and the BCA was effective May 1, 2000 to April 30, 2002. The relevant provisions of that agreement are as follows: in Article I, the State Council is recognized as the collective bargaining representative for all journeyman carpenters, millwrights, and lathers, and all of their apprentices, trainees, and foremen, who perform work within the trade-line jurisdiction of the Carpenters' Union, excluding supervisors within the meaning of the Act; article III sets forth an eight-day union security clause; Article V mandates the utilization of the Regional Council's job referral procedures; article XIII provides for the employment of a shop steward on every job where covered work is performed; article XVIII, paragraph 1, prohibits the subcontracting of work to contractors who are not signatory to an agreement with the union; Article XVII, paragraph 3, provides that a signatory will not attempt to form or participate in the creation of or operation of new or double-breasted corporations for the purposes of avoiding the obligations of the agreement; articles XXIII and XXVII set forth the wage and fringe benefits to be paid and the manner of payment; and, article XXXX provides that interior systems work is covered by the agreement.

B. *The Mazdabrook Job*

In the spring of 2001, there was a construction project at a nursing home facility on Mazdabrook Road in Parsippany, New Jersey (Mazdabrook job). On March 20, an attorney for the State Council wrote a letter to Richard stating that RAPC was party to a collective bargaining agreement with the Carpenters' Union, and that RAPC had failed to use union carpenters on the Mazdabrook project and had failed to make benefit payments. The attorney warned that unless the matter was resolved, the union intended to submit the matter to arbitration "as permitted by the current collective bargaining agreement." On March 21, the attorney sent a letter submitting the matter to the American Arbitration Association (AAA). On April 18, the attorney sent to the AAA a copy of a grievance and arbitration clause, and wrote "enclosed herewith please find the collective bargaining agreement designating the [AAA] as the agency to hear this dispute." It is undisputed that RAPC never executed a written agreement with the Carpenters' Union, and the union's attorney was obviously never able to come up with a document bearing Richard's signature. The arbitration did not go forward, and Richard testified the dispute was resolved when he hired several union carpenters to work on the Mazdabrook job.

C. *The Care One Job*

In the fall of 2001, the union learned that carpenters' work was being performed on a non-union basis at a construction site for Care One in Hamilton, New Jersey (Care One job). The union obtained a copy of a building permit from the local building department. The permit, dated July 12, listed RAPC as the contractor on the job. Coyne testified that the reference to "contractor" indicated to him that RAPC was serving as the general contractor.

D. *Coyne's Investigation: D&B Report*

Coyne was informed that the union wanted to pursue a grievance about the non-union work being performed at the Mazdabrook job and he set out to determine the relationship between PCC and RAPC. Coyne testified that when he undertook this project, he had no knowledge of RAPC's history with the Carpenters' Union.

On the morning of October 11, Coyne received two Dun & Bradstreet reports on PCC and RAPC. In the PCC report, RAPC was listed as an affiliate of PCC, "though common ownership and/or financial interest." It was noted that "intercompany relations consist of occasional loans with no set repayment schedule." In the RAPC report, it was reported that Richard appeared to be a principal of PCC, and that intercompany relations consisted of shared premises, shared employees, occasional loans and advances, and occasional services performed with payments made at the discretion of management.

E. *Filing of a Grievance and the Request for Information*

On the same day as his receipt of the Dun & Bradstreet reports, Coyne sent a letter addressed to Ronald at "Pulaski Construction Company, Inc./Richard A Pulaski Construction Company, Inc." Coyne advised Ronald that the union was formally grieving violations of nine provisions of the collective-

bargaining agreement between the union and PCC in connection with the Care One job.³ He wrote that the union was seeking to be made whole for losses of wages and fringe benefits to its membership caused by the contract violations. Coyne requested Ronald contact him to arrange for a Step I grievance meeting. He also appended a list of 119 items of information that Coyne represented the union needed to process the grievance (Attachment B).

Richard testified that when his brother received the October 11 letter, he handed it to Richard and said, "they're complaining on your job at Hamilton." Richard contacted Coyne and they arranged to meet on October 26. Coyne sent a confirming letter on October 22 to Richard at "Pulaski Construction Company, Inc./Richard A. Pulaski Construction Company, Inc."

On October 26, James Capezzi, business agent for Carpenters' Local 31, Coyne, and Richard met at the Local 31 office in Trenton. Richard stated that he was there to respond to the grievance. Capezzi and Coyne asked if he were responding for PCC or for RAPC. Richard said he was responding for himself and that, "Ron's company is Ron's company and my company is my company." Coyne testified he and Capezzi told Richard that they believed RAPC was bound by the collective bargaining agreement between the union and PCC. Richard testified that Coyne and Capezzi made no reference to the relationship between RAPC and PCC, and that their sole concern was getting union personnel on the Care One job. Capezzi did not testify.

On October 29, Coyne sent a follow-up letter to the October 26 meeting addressed to both Ronald and Richard of "Pulaski Construction Company, Inc./Richard A. Pulaski Construction Company, Inc." Coyne reiterated the union's need for the information requested in the October 11 letter in order to "disprove [the union's] assertion that your firm(s) is/are General Contractor(s) on the [Care One] project and that your firm(s) is/are violating the collective bargaining agreement that binds us together." Coyne stated that Step I of the grievance procedure was concluded and that a Step II meeting should be arranged.

On November 5, a second meeting was held between Richard and Tom Canto, the executive secretary-treasurer and business manager of the Regional Council. Coyne was not present. Richard testified that Canto reiterated the union's emphatic demand that union carpenters be employed on the Care One job. Richard presented documentation to Canto showing that the owner of the project had retained the authority to use its own subcontractors, and Richard explained that as the construction manager he did not have the latitude to hire union carpenters. Again Richard testified that there was no reference at this meeting to the relationship between RAPC and PCC. Canto did not testify.

On November 8, Canto sent a follow-up letter to Richard stating that the parties had agreed to hold the grievance in abeyance at Step II pending an award of the remaining work on the Care One project to a union signatory contractor.

On January 7, 2002, Coyne wrote to Ronald and Richard and advised them that since the remaining work on the Care One project had not been awarded to a union contractor, the griev-

³ These are the same provisions summarized above.

ance would proceed to Step III and he suggested various dates to conduct a meeting. Neither Richard nor Ronald responded to this letter.

On January 28, 2002, counsel for Respondent sent two letters to Robert Boyce, president of the Regional Council, one on behalf of PCC and the other on behalf of RAPC. In the letter referencing PCC, counsel advised that PCC was giving notice of its intent to terminate its collective-bargaining agreement with the union set to expire on April 30, 2002. In the letter referencing RAPC, counsel wrote that RAPC was giving notice of its intent to terminate "the alleged collective bargaining agreement" between RAPC and the union effective April 30, 2002. Counsel stated that RAPC reserved the right to claim that no valid collective bargaining agreement existed between RAPC and the union.

By letter dated February 6, 2002, Coyne advised Ronald and Richard that since he had not received a response to his January 7 letter, Step III was closed and the union was proceeding to arbitration. The next day, the union made a request to the AAA for the assignment of an arbitrator.

In a letter addressed to Coyne dated February 20, 2002, Ronald acknowledged receipt of the union's demand for arbitration. Ronald stated he was "in the dark" as to what the union's claims were, and he requested that the union provide him with information which he deemed necessary to prepare for the arbitration hearing. Ronald asked for the facts giving rise to the grievance, the documents that the union was relying upon, the names of the witnesses the Union intended to call, and documents supporting any claim for damages. In a testily-worded response dated February 28, 2002, Coyne stated that the facts underlying the grievance had been given to Richard at the Step I and II meetings and in the correspondence that had passed between the parties since October. He further stated, "the fact is that your firm(s) is(are) bound to a collective bargaining agreement with the Carpenters' Union." Coyne identified the short form agreement and the BCA agreement as the documents upon which the union was relying to support the grievance. He also represented that the witness list had not yet been prepared, nor had a calculation of damages been performed, pending the union's receipt of the information contained in its October 11 request.

F. Coyne's Ongoing Investigation

From September 2001 to February 2002, Coyne and other union representatives examined a large number of documents to determine the relationship between RAPC and PCC. Among the documents examined were weekly remittance reports maintained by the benefit funds' office. Nineteen of these reports were introduced in evidence and Coyne testified to his observations.

Two checks dated November 6, 2000, were submitted to the funds, one drawn on a PCC account, the other on a RAPC account. The checks showed the same address for both companies, the same phone and fax numbers, and the same distinctive signature. The checks were drawn on accounts at the same bank. On three RAPC checks dated February 2, February 13 and May 17, a different signature appeared than appeared on the PCC and RAPC November 6, 2000 checks. On a fourth

RAPC check, dated February 15, the same signature appeared as appeared on the PCC and RAPC November 6, 2000 checks. On the three RAPC checks dated February 13, February 15 and May 17, a new address was listed for RAPC which Coyne knew to be the new address of PCC as well.

Coyne reviewed three reports that had been submitted by RAPC in February for the Mazdabrook job, and a report that had been submitted by PCC in May for that same job. All four reports were signed by Eileen Ross as bookkeeper. He reviewed two more reports submitted by PCC, one in April and one in August, for a job at Southern Ocean. Both were signed by Ross as bookkeeper. Coyne reviewed two reports that had been submitted to the funds by RAPC, one in December 1997 and the other in January 1998. Both had been signed by Ronald and his title was listed as president.

As part of the investigation, Coyne directed that copies of building permits be obtained in those jurisdictions where either PCC or RAPC were known to be working. One such permit was for a Care One project in East Brunswick. On the line marked "agent name," RAPC was typed in. On the line marked "signature," Ronald's name was typed in.

On February 21, 2002, Coyne examined PCC's website and Richard was listed as the contact person.

Coyne testified that based upon his review of these documents, he concluded that RAPC and PCC continuously operated out of the same offices and that when one moved, the other moved. He concluded that the companies used the same bank and the same bookkeeper, and that Richard signed documents for PCC and Ronald signed documents for RAPC. He concluded that one company worked on projects that listed the other company as the contractor and that both companies worked on some of the same sites. Coyne concluded that there was a close interrelationship between the two companies, and that if it were ultimately shown that the companies were a single employer, joint employers, alter egos, or double-breasted operation, "the collective bargaining agreement with PCC should also apply to RAPC."

IV. ANALYSIS

A. General Principles

On request, an employer must provide a union with information that is relevant to its carrying out its statutory duties and responsibilities in representing employees. This duty to provide information includes information relevant to contract administration and negotiations. Where, as here, the information sought concerns matters outside the bargaining unit, such as those related to single employer or alter ego status, a union bears the burden of establishing the relevance of the requested information. A union has satisfied its burden when it demonstrates a reasonable belief supported by objective evidence for requesting the information. *Shoppers Food Warehouse Corp.*, 315 NLRB 258, 259 (1994), and cases cited.

The Board uses a broad, discovery-type standard in determining relevance in information requests, including those for which a special demonstration of relevance is needed, and potential or probable relevance is sufficient to give rise to an employer's obligation to provide information. In this regard, the

Board does not pass on the merits of a union's claim of breach of a collective bargaining agreement in determining whether information relating to the processing of a grievance is relevant. *Id.*

B. Union Established Relevancy of Requested Information

Both PCC and RAPC had relationships with the Carpenters' Union for a period of years prior to the events of this case. The relationship between PCC and the union was well defined by the successive collective-bargaining agreements entered into between them since 1990. The relationship between RAPC and PCC was murkier. Richard testified he had a practice of hiring union carpenters on request, and Coyne corroborated this fact by acknowledging that the union did, in the past, enter into oral project-only agreements with contractors. Both sides appear to have been unclear, however, as to the parties' rights and obligations under those oral agreements. In March and April, when the dispute at the Mazdabrook job arose, the union filed for arbitration against RAPC, relying on the arbitration clause in the BCA agreement. The union was obviously under the impression that there was an executed agreement with RAPC. It is equally obvious the request for arbitration was either stayed or withdrawn when the union was unable to produce any such signed agreement. The union was therefore very much aware that it did not have a written enforceable agreement with RAPC when it learned several months later that RAPC was reportedly the general contractor on the Care One job employing non-union carpenters. Predictably, the union assigned Coyne the task of determining what if any relationship existed between RAPC and PCC such that there might be a legal basis to extend PCC's collective-bargaining agreement to RAPC.

On October 11, Coyne reviewed the Dun & Bradstreet reports that stated that PCC and RAPC were affiliated through common ownership and/or financial interest. Richard was listed as a principal of PCC, and it was reported the two companies shared common premises and employees. It was further reported that financial transactions between the two companies appeared to be at less than arms-length since loans were extended and services performed with no fixed repayment schedules. I find that the information that Coyne reviewed on October 11 was sufficient to establish a reasonable belief on the part of the union that RAPC shared a close relationship with PCC, and that the relationship could be in the nature of a single employer, joint employer, alter ego or double-breasted operation. Because the October 11 request for information was an ongoing request, the evidence gathered by Coyne during the course of his continuing investigation is also properly considered in the determination of whether there was a reasonable basis for the union's belief that PCC and RAPC were closely related. *Genovese and DiDonno, Inc.*, 322 NLRB 598 (1996). Documents from the benefit funds showed that both companies continually operated from the same premises and that when one moved so did the other. They used the same bank, the same bookkeeper, and both signed checks for each other's company. Both companies worked on the some of the same job sites and in once instance, the Mazdabrook job, both companies made payments to the union funds. On one building permit, Ronald was listed as a representative of RAPC; on a

website, Richard was listed as a representative of PCC. By the time Coyne's investigation was completed in February 2002, the union was in possession of a substantial amount of objective evidence to support its belief that a legal basis might exist by which the terms of the collective bargaining agreement with PCC might be enforced against RAPC. As the collective-bargaining representative of PCC's employees, the union was entitled to verify whether this belief was accurate by requesting information regarding the relationship between the two companies. *E.J. A/rich Electrical Contractors*, 325 NLRB 1036 fn. 2 (1998).

C. Respondent was Aware of Purpose of Request

An employer is not obligated to honor a union's request for information when such request lacks both specificity and clarity and when the employer could not have been aware of the intent and purpose of the union's request. However, where the circumstances surrounding the request are reasonably calculated to put the employer on notice of a relevant purpose which the union has not specifically spelled out, the employer is obligated to divulge the requested information. *Brazos Electric Power Cooperative, Inc.*, 241 NLRB 1016, 1018 (1979), *enfd.* 615 F.2d 1100 (5th Cir. 1980). The sufficiency of the request should not be determined solely from the request itself, but should be judged in light of the entire pattern of facts available to the employer. *Ohio Power Co.*, 216 NLRB 987, 990 fn. 9 (1975).

Upon his receipt of the October 11 letter, Ronald was advised that the union was filing a grievance based upon PCC's failure to apply the terms of the collective-bargaining agreement to carpenters employed at the Care One job. It is immaterial that Ronald passed the letter off to Richard with the comment, "they're complaining on your job at Hamilton." Ronald was on notice that the union had filed a grievance against PCC, not RAPC, regarding PCC's failure to apply the terms of the collective bargaining agreement on the Care One job.

What ensued thereafter was something of a game of cat and mouse between Ronald and Richard. Even though the October 11 letter was addressed only to Ronald, Richard appeared at the Step I grievance meeting. I credit Coyne's testimony that Richard was told that the union believed RAPC was bound by the PCC agreement and that the contract terms should be applied at the Care One job. The significance of this statement to Richard does not arise from Richard's status as Ronald's agent.⁴ Rather, its significance lies in the fact that if Ronald had participated in this meeting which involved a grievance that had been filed against *his* company, not his brother's, he would have been provided with the same information. Rather than attend the meeting, Ronald simply ignored the union's October 11 letter. The Board has considered an employer's outright disregard of an information request as a circumstance that should be considered in assessing whether the employer was on notice of the purpose of the request. *Beth Abraham Health*

⁴ At the hearing, the General Counsel moved to amend the complaint to allege Richard to be an agent of Respondent PCC. In his brief, however, the General Counsel withdrew that amendment and I therefore make no finding with respect to whether Richard was an agent of PCC within the meaning of Sec. 2(13) of the Act.

Services, 332 NLRB 1234, 1235 (2000). Respondent is properly charged with knowledge of the information that was imparted to Richard at the grievance meeting involving Respondent and from which Ronald deliberately absented himself.

Upon his receipt of the union's October 29 letter, Ronald was again put on notice of the union's position that PCC, either alone or with RAPC, was the general contractor on the Care One job and that PCC was in violation of the collective bargaining agreement by failing to apply the terms of the collective bargaining agreement to employees at that site. Coyne specifically advised Ronald in this letter that the requested information was needed in order to disprove the union's belief that this relationship existed between the two companies. This letter constituted further notice to Ronald that the information request was related to the union's collective-bargaining duties.

On February 20, 2002, more than 4 months after his receipt of the request for information, Ronald wrote to Coyne that he was "in the dark" as to what the union's claims were. In his letter dated February 28, 2002, Coyne pointed out that the union's claims had been communicated to Richard at the grievance meetings, and had been communicated to Ronald in the letters that had been exchanged between the parties. Coyne reiterated the union's position that PCC and RAPC were both bound to the collective bargaining agreement.

Respondent's argument that Respondent was never notified of the relevant purpose of the union's information request is merit less. First, the October 11, October 29, and February 28, 2002 letters addressed to Ronald, whether viewed singly or collectively, constituted sufficient notice to Respondent of the reason why the union needed the requested information. Second, the information given to Richard at the grievance meetings was available to Respondent and purposefully ignored. Finally, even if these communications did not sufficiently convey the purpose of the union's information request to Respondent, the purpose was clearly spelled out in Coyne's testimony at the hearing. *Id.*

D. The 119 Items

I do not pass on the merits of the claim that Respondent and RAPC are a single employer, joint employers, alter egos, or a double-breasted operation. I do find that the union is entitled, under the liberal discovery-type standard that applies here, to the information that the union has shown is relevant to its representative function. With three exceptions, the items listed in the October 11 request are relevant. Those exceptions are items 40, 74(D), and 75(D). With respect to item 40, Coyne gave no relevant purpose for the personal tax returns of corporate officers other than the accompanying W-2 forms. I therefore find the request for the W-2 forms is relevant, but not the request for the personal tax returns. Similarly, Coyne could give no relevant purpose for items 74(D) and 75(D) requesting information about detailing operations. In all other respects, the information requested is relevant to the union's ability to enforce the terms of its collective bargaining agreement with Respondent.

E. Respondent's Defenses

Once it is established that an employer has failed to timely furnish potentially relevant information requested by a union,

the employer will be found in violation of Section 8(a)(5) and (1) of the Act unless it establishes a valid reason why it did not timely furnish the information. *Detroit Newspaper Agency*, 317 NLRB 1071 (1995). Respondent interposes four defenses to its failure to provide the requested items of information: first, that Respondent does not have access to information in the possession of RAPC; second, that the request for information is solely for the purpose of discovery in an arbitration proceeding; third, the request is unduly burdensome; and fourth, that the request seeks confidential information.

1. Availability of information

Respondent argues that it does not have access to records in possession of RAPC. This argument is belied to a certain extent by the fact Ronald and Richard both signed checks and documents for each other's companies. Nevertheless, the union does not have to rely on Ronald's assertion that he does not have access to information in his brother's possession. Respondent has not shown that it made a request of RAPC for the information, nor is there evidence that RAPC refused any such request. Under these circumstances, Respondent has failed to demonstrate that the information in RAPC's possession is unavailable. *Arch of West Virginia, Inc.*, 304 NLRB 1089 fn. 1 (1991).

2. Demand for prearbitration discovery

Respondent's argument that the purpose of the information request was to serve as a discovery device in an arbitration proceeding is without factual support. The union made the information request simultaneous with the filing of the grievance, and prior to the Step I meeting. Since the grievance was not pending arbitration when the union made its request, it cannot be said that the union was seeking pretrial discovery. Nor was the information sought by the union of a type which the Board has found a party may lawfully refuse to furnish such as the names of witnesses the party intends to call at the arbitration, or the evidence upon which it intends to rely. *Ormet Aluminum Mill Products Corp.*, 335 NLRB 788, 789-790 (2001).

The union made clear to Respondent that it was as much interested in the information to disprove the existence of a relationship between Respondent and RAPC as to prove one. The union has the right to determine the meritorious nature of its grievance prior to proceeding all the way to arbitration. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 438-439 (1967); *Safeway Stores, Inc.*, 236 NLRB 1126 fn.1 (1978), *enfd.* 622 F.2d 425 (9th Cir. 1980), *cert. denied* 450 U.S. 913 (1981).

3. Burdensome nature of the request

Respondent's claim that compliance with the union's information request would be unduly burdensome has not been established. The fact that a union may ask an employer for a large volume of information does not, by itself, render that request "overbroad" so as to relieve the employer from the duty to provide that information where, as here, the information is relevant and necessary to the union's performance of its bargaining duties. If an employer declines to supply relevant information on the grounds that it would be unduly burdensome to do so, the employer must not only timely raise this objection with the union, but also must substantiate its defense. Respon-

dent has done neither. Respondent never advised the union that its request was unduly burdensome, and never sought clarification from the union in order to narrow the request. Nor did Respondent substantiate at the hearing, in any quantifiable way, the time, expense, or resources it would have to expend in order to comply with the request. *Goodyear Atomic Corp.*, 266 NLRB 890, 891 (1983), *enfd.* 738 F.2d 155 (6th Cir. 1984). There is no doubt that production of the information may impose strains on Respondent, but that consideration does not outweigh the union's right to the information requested. *H.J. Scheirich Co.*, 300 NLRB 687, 689 (1990).

4. Confidential nature of the information

The Board has found that a substantial claim of confidentiality may justify a refusal to furnish otherwise relevant information and the burden of proof is on the party asserting the claim. Blanket claims of confidentiality, however, will not be upheld. In defining the parameters of what constitutes confidential information the Board has developed the following guidelines:

Confidential information is limited to a few general categories: that which would reveal, contrary to promises or reasonable expectations, highly personal information, such as individual medical records of psychological test results; that which would reveal substantial proprietary information, such as trade secrets; that which could reasonably be expected to lead to harassment or retaliation, such as the identity of witnesses; and that which is traditionally privileged, such as memoranda prepared for pending lawsuits.

Detroit Newspaper, *supra* at 1073. If it is determined that the information sought to be protected is confidential, the issue then becomes whether the defense was timely raised by the employer so that the parties could attempt to seek an accommodation of the employer's confidentiality concerns. It is not enough that an employer raise a confidentiality concern; it must then come forward with some offer to accommodate both its concern and its bargaining obligation.

It does not appear that any of the information requested by the union falls within the description of confidential information as the Board has defined that concept. Even assuming that the request did encompass confidential information, Respondent had an obligation to discuss its confidentiality concerns with the union so as to try to develop mutually agreeable protective conditions for disclosure of that information. *The Good Life Beverage Co.*, 312 NLRB 1060, 1062 (1993). Respondent's failure to raise this concern with the union vitiates its attempt to raise it now.

F. Conclusion

The union had a reasonable objective basis for its belief that Respondent and RAPC were so closely related as to constitute a single employer, joint employers, alter egos, or a double-breasted operation. The union therefore met its burden of proving the relevancy of the information requested in its October 11 letter. Respondent was on notice of the relevancy of the union's request and Respondent's failure to provide the requested in-

formation is not excusable for any valid reason. Respondent has therefore violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide the requested information relating to the relationship between Respondent and RAPC.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The union is a labor organization within the meaning of Section 2(5) of the Act.
3. The following unit of employees is appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All journeyman carpenters, millwrights, and lathers, and all of their apprentices, trainees, and foremen, who perform work within the trade-line jurisdiction of the Carpenters' Union, excluding supervisors within the meaning of the Act.

4. The Carpenters' Union is the exclusive representative of all employees in the appropriate unit for purposes of collective bargaining within the meaning of Section 9(a) of the Act.
5. Since October 11, 2001, Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to furnish the union with the information regarding the relationship between Respondent and RAPC.
6. Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent must provide the union with the information requested in its October 11, 2001 letter with the exception of items 40,⁵ 74(D), and 75(D). At the hearing, the union limited its request to the period beginning on the effective date of the BCA agreement. Respondent must therefore provide the requested information for the period May 1, 2000 to the date of this order. If there are substantial costs involved in compiling the information, the parties must bargain in good faith as to who shall bear such costs, and, if no agreement can be reached, the union is entitled to access to the records from which it can reasonably compile the information. If any dispute arises in applying these guidelines, it should be treated in the compliance stage. *Country Ford Trucks, Inc.* 330 NLRB 328 fn. 3 (1999).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁶

⁵ Respondent must provide W-2 forms in response to item 40, but does not have to provide personal income tax returns.

⁶ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, Pulaski Construction Co., Inc., Hamilton, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Failing and refusing to provide the union with information regarding the relationship between Respondent and RAPC;
 - (b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Within 14 days from the date of this order, furnish the union with information as set forth in the remedy section of this decision.

(b) Within 14 days after service by the Region, post at its Hamilton, New Jersey facility copies of the attached notice marked "Appendix A."⁷ Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 11, 2001.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, DC October 18, 2002

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

⁷ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

WE WILL NOT fail or refuse to furnish the Carpenters' Union with information regarding the relationship between Pulaski Construction Co., Inc. and Richard A. Pulaski Construction Co., Inc.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish the Carpenters' Union with the information it requested regarding the relationship between Pulaski Construction Co., Inc. and Richard A. Pulaski Construction Co., Inc.

PULASKI CONSTRUCTION CO., INC.

APPENDIX B

1. Copies of any and all documents relating to any loans or extensions of credit to and from PCC.
2. Copies of all contracts and bids for contracts, with owners for the construction, alteration, or repair of any structure.
3. Copies of all contracts and bids for contracts, with subcontractors for the construction, alteration, or repair of any structure.
4. Copies of any and all licenses or certificates required by federal, state, county, or municipal law.
5. Certificates of registration or ownership of any motor vehicle or equipment.
6. Copies of any and all bills of sale of any motor vehicles or equipment.
7. Copies of any and all leases for rental of any business premises and/or equipment.
8. Copies of any and all contracts of insurance.
9. Copies of any and all applications of insurance.
10. Copies of any and all premium statements for insurance.
11. Copies of any and, all building permits.
12. Copies of any and all licenses or leases for citizen band, VHR, any other radio or telephone equipment.
13. Copies of all invoices for purchases of materials, supplies and equipment rentals for all jobs worked in the past year in the State of New Jersey.
14. Copies of all invoices to customers and clients for all jobs worked *in the past year* in the State of New Jersey.
15. Copies of all purchase orders *for the past year*.
16. Copies of all telephone bills, electric bills, and any other utility bills for the past year.
17. Copies of all logs of foremen and supervisors.
18. Copies of all diaries and appointment books for all of the corporate officers.
19. Copies of all employee time cards or time sheets.
20. Copies of all job record cards.
21. Cash disbursement journals.
22. Accounts payable journals.
23. General Ledgers.
24. Cash receipts journals.
25. Employer's quarterly tax return, IRS Form #941.
26. State unemployment compensation form UCT #6.
27. Copies of all financial statements.
28. Copies of all corporate minute books, stock books, and all other corporate records.

29. Copies of all bank statements and cancelled checks.
30. Copies of all correspondence with any and all insurance companies, banks, lending institutions, and accounting firms.
31. Any and all applications to surety or bonding companies for performance, labor or payment bonds for any construction project.
32. Corporate income tax returns.
33. Depreciation schedules.
34. Documentation of all loans to outside creditors.
35. Copies of all paid bills.
36. Accounts receivable journals.
37. Sales journals.
38. Purchase journals.
39. Summary payroll journals.
40. Personal income tax returns of all corporate officers.
41. Any organizational chart for PCC, and RAPC, showing management's functions and authority within the company.
42. A. Describe the type of business in which PCC engages.
- B. Describe the type of business in which RAPC engages.
43. A. Define the geographic area in which PCC does business.
- B. Define the geographic area in which RAPC does business.
44. A. State the business address(es) and identify all office locations of PCC.
- B. State the business address(es) and identify all office locations of RAPC.
45. A. Identify PCC post office box(es) by number and location.
- B. Identify RAPC post office box(es) by number and location.
46. A. Identify PCC business phone number(s), fax number(s) and directory listings(s).
- B. Identify RAPC business phone number(s), fax number(s) and directory listings(s).
47. A. Identify the banking institution, branch and location, and account number(s) of PCC bank account(s).
- B. Identify the banking institution, branch and location, and account number(s) of RAPC bank account(s).
48. A. Identify the banking institution, branch and location, and account number(s) of PCC payroll account(s) not identified above.
- B. Identify the banking institution, branch and location, and account number(s) of RAPC payroll account(s) not identified above.
49. A. Identify where and by whom PCC accounting records are kept. B. Identify where and by whom RAPC accounting records are kept.
50. A. Identify PCC principal accountant.
- B. Identify RAPC principal accountant.
51. A. Identify where and by whom PCC corporate records are kept.
- B. Identify where and by whom RAPC corporate records are kept.
52. A. Identify where and by whom PCC other business records are kept.
- B. Identify where and by whom RAPC other business records are kept.
53. A. Identify PCC principal bookkeeper.
- B. Identify RAPC principal bookkeeper.
54. A. Identify PCC principal payroll preparer.
- B. Identify RAPC principal payroll preparer.
55. A. Identify PCC contractor license number for states in which it engages in business of construction.
- B. Identify RAPC contractor license number for states in which it engages in business of construction.
56. A. Identify the carrier and policy number for PCC workers' compensation insurance.
- B. Identify the carrier and policy number for RAPC workers' compensation insurance.
57. A. Identify the carrier and policy number for PCC other health insurance program(s).
- B.
58. A. Identify PCC federal taxpayer identification number.
- B. Identify PCC federal taxpayer identification number.
- C. Identify where and by whom PCC federal tax returns are kept.
- D. Identify where and by whom PCC federal tax returns are kept.
59. A. Identify PCC other federal or state taxpayer identification numbers.
- B. Identify PCC other federal or state taxpayer identification numbers.
- C. Identify where and by whom PCC other federal and state tax returns are kept.
- D. Identify where and by whom PCC other federal and state tax returns are kept.
60. Identify amount(s) involved, reason(s) for, and dates of transfer of any funds between PCC and RAPC.
61. A. Identify source(s) and amount(s) of PCC lines of credit.
- B. Identify source(s) and amount(s) of PCC lines of credit.
62. A. Identify amount(s) involved and date(s) when PCC has operated its capital with a guarantee of performance by RAPC.
- B. Identify amount(s) involved and date(s) when RAPC has operated its capital with a guarantee of performance by PCC.
63. A. Identify business(es) to whom PCC rents, leases, or otherwise provides office space.
- B. Identify business(es) to whom PCC rents, leases, or otherwise provides office space.
64. Identify the calendar period and terms by which PCC provides office space to RAPC, or is provided with office space by RAPC.
65. A. Identify PCC buildings and/or office suppliers.
- B. Identify PCC buildings and/or office suppliers.
66. Identify by item(s) purchased, date(s) of purchase, and dollar volume of purchase(s) those building and/or office supplies not purchases separately by PCC and RAPC.
67. A. Identify business(es) that use PCC (1) tools or (2) equipment.
- B. Identify business(es) that use PCC (1) tools or (2) equipment.

68. A. Identify business(es) to whom PCC sells, rents, or leases its (1) operating equipment, (2) office equipment, (3) construction equipment, or (4) tools.

B. Identify business(es) to whom PCC sells, rents, or leases its (1) operating equipment, (2) office equipment, (3) construction equipment, or (4) tools.

69. A. Identify business(es) from whom PCC buys, rents, or leases its equipment.

B. Identify business(es) from whom PCC buys, rents, or leases its equipment.

70. A. Identify those equipment transactions that PCC arranges by written agreement.

B. Identify those equipment transactions that PCC arranges by written agreement.

71. Regarding equipment transactions between PCC and RAPC, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

72. Regarding equipment transactions between PCC and business(es) separate from RAPC, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

73. Regarding equipment transactions between RAPC and business(es) separate from PCC, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

74. Identify those of the following services that are provided to PCC by or at RAPC.

- A. Administrative
- B. Bookkeeping
- C. Clerical
- D. Detailing
- E. Drafting
- F. Estimating
- G. Managerial
- H. Patternmaking
- I. Sketching
- J. Other

75. Identify those of the following services that are provided to RAPC PCC by or at PCC.

- A. Administrative
- B. Bookkeeping
- C. Clerical
- D. Detailing
- E. Drafting
- F. Estimating
- G. Managerial
- H. Patternmaking
- I. Sketching
- J. Other

76. A. Identify where PCC advertises for customer business.

B. Identify where RAPC advertises for customer business.

77. A. Identify PCC customers.

B. Identify RAPC customers.

78. A. Identify customers PCC has referred to RAPC.

B. Identify customers RAPC has referred to PCC.

79. What customers of PCC are now or were formerly customers of RAPC?

80. A. Regarding customers identifies above common to PCC and RAPC, state the calendar period, and dollar volume of work performed by PCC for each customer.

B. Regarding customers identifies above common to PCC and RAPC, state the calendar period, and dollar volume of work performed by RAPC for each customer.

81. A. State the average dollar volume of business per job performed by PCC.

B. State the average dollar volume of business per job performed by RAPC.

82. A. Does PCC negotiate jobs to obtain work?

B. Does RAPC negotiate jobs to obtain work?

83. A. Does PCC bid jobs to obtain work?

B. Does RAPC bid jobs to obtain work?

84. A. Identify those persons who bid and/or negotiate PCC work.

B. Identify those persons who bid and/or negotiate RAPC work.

85. A. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that PCC may bid on public works projects.

B. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that RAPC may bid on public works projects.

86. Identify by customer, calendar period, and dollar volume any jobs on which PCC and RAPC have bid competitively.

87. Identify by customer, calendar period, and dollar volume any work which PCC has subcontracted to, or received by subcontractor from, RAPC.

88. Identify subcontract work arranged by written agreement between PCC and RAPC.

89. A. State the reason for each subcontract let by PCC.

B. State the reason for each subcontract let by RAPC.

90. Identify by customer, calendar period, and dollar volume any projects on which PCC succeeded, or been succeeded, by RAPC.

91. A. Identify work PCC performs on RAPC.

B. Identify work RAPC performs on PCC.

92. A. Identify where PCC advertises for employee hires.

B. Identify where RAPC advertises for employee hires.

93. A. Identify by job title or craft position the average number of employees employed by PCC per pay period.

B. Identify by job title or craft position the average number of employees employed by RAPC per pay period.

94. A. Identify the skills that PCC employees possess.

B. Identify the skills that RAPC employees possess.

95. A. Identify where PCC employee report for work.

B. Identify where RAPC employee report for work.

96. A. Identify by job title or craft position and respective employment those employees of PCC who are or have been employees at RAPC.

B. Identify by job title or craft position and respective employment those employees of RAPC who are or have been employees at PCC.

97. Identify by job "tie or craft position and transfer dates those employees otherwise transferred between PCC and RAPC.

98. Identify projects of each company on which these employees were working at the time of transfer.

99. A. Identify PCC (1) supervisors, (2) job superintendents, and (3) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay-off, recall promote, discharge, assign, reward, or discipline other employees or responsible to direct employees, or to adjust their grievances of effectively to recommend such action.

B. Identify RAPC (1) supervisors, (2) job superintendents, and (3) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay-off, recall promote, discharge, assign, reward, or discipline other employees or responsible to direct employees, or to adjust their grievances of effectively to recommend such action.

100. Regarding those supervisory persons described above as common to PCC and RAPC, identify their period(s) of employment with each company.

101. A. Identify if PCC personnel were ever authorized to supervise RAPC employees.

B. Identify if RAPC personnel were ever authorized to supervise PCC employees.

102. A. Identify by project involved, personnel involved, and date or event, any occasion when PCC personnel performed a supervisory function for RAPC.

B. Identify by project involved, personnel involved, and date or event, any occasion when RAPC personnel performed a supervisory function for PCC.

103. A. Identify PCC managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

B. Identify RAPC managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

104. A. Identify PCC representatives who have authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such actions.

B. Identify RAPC representatives who have authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such actions.

105. A. Identify PCC representatives otherwise actively involved with day-to-day management or operations.

B. Identify RAPC representatives otherwise actively involved with day-to-day management or operations.

106. A. Identify by title, and respective dates of employment, personnel of PCC ever employed by RAPC.

B. Identify by title, and respective dates of employment, personnel of RAPC ever employed by PCC.

107. A. Describe PCC compensation program including employee wage rates.

B. Describe RAPC compensation program including employee wage rates.

108. A. Describe PCC fringe benefit program.

B. Describe the RAPC fringe benefit program.

109. A. Describe PCC labor relations policy.

B. Describe RAPC labor relations policy.

110. A. Identify PCC representative(s) who establish or otherwise control labor relations policy.

B. Identify RAPC representative(s) who establish or otherwise control labor relations policy.

111. A. Identify PCC labor relations representative(s).

B. Identify RAPC labor relations representative(s).

112. A. Identify PCC legal counsel on labor relations matters.

B. Identify RAPC legal counsel on labor relations matters.

113. A. Identify PCC membership status in the Associated General Contractors.

B. Identify RAPC membership status in the Associated General Contractors.

114. A. Identify PCC membership status in any other employer association.

B. Identify RAPC membership status in any other employer association.

115. A. Identify PCC officers.

B. Identify RAPC officers.

116. A. Identify PCC directors.

B. Identify RAPC directors.

117. A. Identify place(s) and date(s) of PCC directors meetings.

B. Identify place(s) and date(s) of RAPC directors meetings.

118. A. Identify PCC owners and/or stockholders.

B. Identify RAPC owners and/or stockholders.

119. A. Identify the ownership interest held among PCC owners and/or stockholders.

B. Identify the ownership interest held among RAPC owners and/or stockholders.